

WILSON, ELSE, MOSKOWITZ, EDELMAN & DICKER LLP

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June 21, 2010

VIA FACIMILE UNDER SEAL - (718) 613-2446

The Honorable L. Leo Glasser
United States District Court
Eastern District of New York
225 Cadman Plaza East
Brooklyn, New York, 11201

Re: **United States of America v. Felix Sater**
Case No. : **98CR1101 (ILG)**
Our File No. : **07765.00155**

Dear Judge Glasser:

We represent non-party respondent Frederick M. Oberlander.

I am hereby forwarding for in camera review the email from Joshua Bernstein to Mr. Oberlander dated March 3, 2010, which Mr. Oberlander forwarded to me on June 13th.

Mr. Bernstein's email attached six PDF files. (Please note, however, that the proffer agreement was included twice in the attachments. So there were really only five attachments.) I am enclosing a printout of only the first page of each of the PDF attachments, as I believe that this will suffice for the court to be able to identify them. Should the court wish to be forwarded a complete copy of each of the attachments, I will of course do so.

Respectfully yours,

WILSON, ELSE, MOSKOWITZ, EDELMAN & DICKER LLP


Richard E. Lerner

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cc: **Via E-Mail (Without Enclosures)**


Kelly Moore, Esq.
Brian Herman, Esq.
David Snider, Esq.
Thomas W. Hyland, Esq.
Lauren J. Rocklin, Esq.
Stamatios Stamoulis, Esq.
Todd Kaminsky, Esq. – US Attorney's Office
Marshall Miller, Esq. – US Attorney's Office
Frederick M. Oberlander, Esq.

Lerner, Richard E.

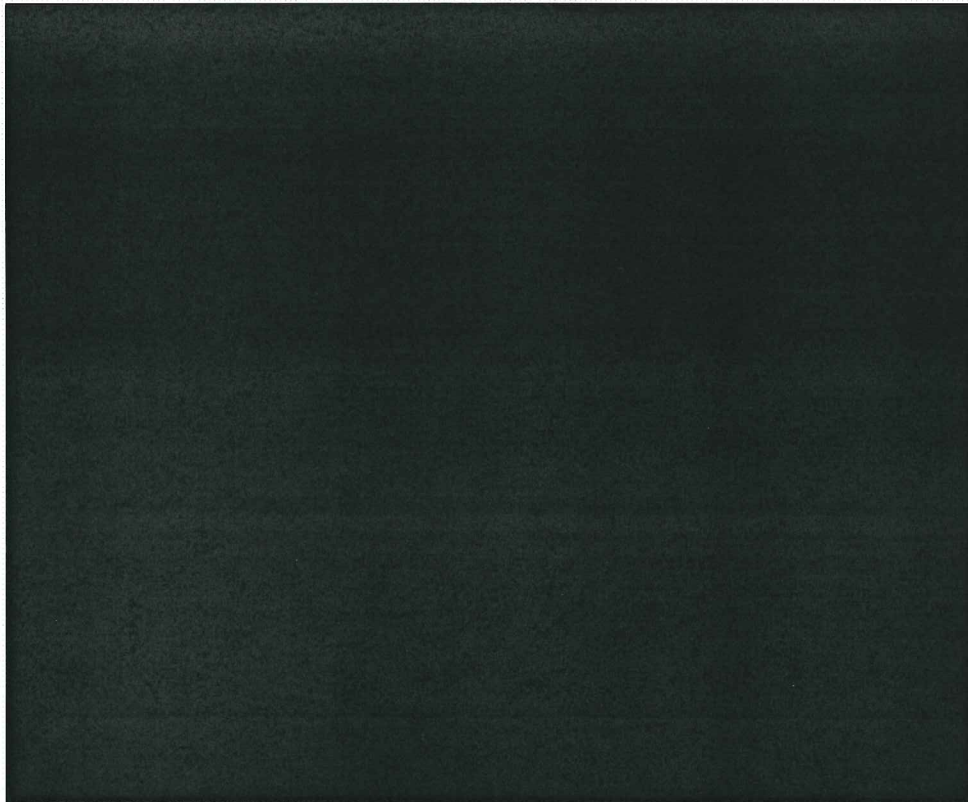
From: fred55@aol.com
Sent: Sunday, June 13, 2010 6:33 PM
To: Lerner, Richard E.
Subject: Fwd: Felix Docs
Attachments: psir[1].pdf; Proffer[1].pdf; Proffer.pdf; Draft%20Information[1].pdf; Cooperation%20Agreement [1].pdf; Complaint[1].pdf

-----Original Message-----

From: Josh B <joshsemail@gmail.com>
To: Gerry Feinberg <tenslaw@aol.com>; Arnold Bernstein <arnoldbernstein@gmail.com>; Frederick Oberlander <fred55@aol.com>
Sent: Wed, Mar 3, 2010 10:37 am
Subject: Felix Docs



6/21/2010



SATERPRF.AGR

PROFFER AGREEMENT

With respect to the meeting of Felix Sater ("Client") and his attorney, Myles Malman, Esq., with Special Agent Leo Taddeo and Derek Acker and Jonathan Sack of the United States Attorney's Office, to be held at the offices of the United States Attorney for the Eastern District of New York ("the Office") on October 28, 29 and 30, 1998 ("the meeting"), the following understandings exist:

Handwritten: F.S.
(1) In any prosecution brought against Client by the Office, the Office will not offer in evidence in its case-in-chief or at sentencing any statements made by Client at the meeting, except in a prosecution for false statements, obstruction of justice, or perjury.

(2) Notwithstanding item (1) above: (a) the Office may use information derived directly or indirectly from the meeting for the purpose of obtaining leads to other evidence, which evidence may be used in any prosecution and sentencing of Client by the Office; and (b) should any prosecution of Client be undertaken (i) the Office may use statements made by Client at the meeting and all evidence obtained directly or indirectly therefrom for the purpose of cross-examination should Client testify, or to rebut any evidence offered, or factual assertions made, by or on behalf of Client at any stage of the criminal prosecution (including but not limited to detention hearing, trial or sentencing), and (ii) the Office may disclose any statements made by Client at the meeting to the Probation Department and the Court, except that pursuant to Sentencing Guideline § 1B1.8, such statements will not be used to determine or to upwardly depart from the defendant's Sentencing Guideline range.

(3) It is further understood that this agreement is limited to the statements made by Client at the meeting and does not apply to any oral, written or recorded statements made by Client at any other time. No understandings, promises, or agreements have been entered into with respect to the meeting other

SATERPRF.AGR

PROFFER AGREEMENT

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[Handwritten initials]
F.S. (1) In any prosecution brought against Client by the Office, the Office will not offer in evidence in its case-in-chief or at sentencing any statements made by Client at the meeting, except in a prosecution for false statements, obstruction of justice, or perjury.

(2) Notwithstanding item (1) above: (a) the Office may use information derived directly or indirectly from the meeting for the purpose of obtaining leads to other evidence, which evidence may be used in any prosecution and sentencing of Client by the Office; and (b) should any prosecution of Client be undertaken (i) the Office may use statements made by Client at the meeting and all evidence obtained directly or indirectly therefrom for the purpose of cross-examination should Client testify, or to rebut any evidence offered, or factual assertions made, by or on behalf of Client at any stage of the criminal prosecution (including but not limited to detention hearing, trial or sentencing), and (ii) the Office may disclose any statements made by Client at the meeting to the Probation Department and the Court, except that pursuant to Sentencing Guideline § 1B1.8, such statements will not be used to determine or to upwardly depart from the defendant's Sentencing Guideline range.

(3) It is further understood that this agreement is limited to the statements made by Client at the meeting and does not apply to any oral, written or recorded statements made by Client at any other time. No understandings, promises, or agreements have been entered into with respect to the meeting other

DRAFT

AV:JSS:jss
F. #1998R01996
SATER.INF

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

- - - - -X

UNITED STATES OF AMERICA

- against -

FELIX SATER,

Defendant.

INFORMATION

Cr. No. _____
(T. 18, U.S.C., §§
1962(c), 1963(a)
and 3551 et seq.)

- - - - -X

THE UNITED STATES ATTORNEY CHARGES:

At all times relevant to this information, unless
otherwise indicated:

INTRODUCTION

Relevant Securities Law Matters

1. The United States Securities and Exchange Commission (the "SEC") is an independent agency of the United States government charged with the duty of protecting investors by regulating and monitoring the trading of securities, including the conduct of broker-dealers and brokers of securities, in the United States.

2. The National Association of Securities Dealers ("NASD") is an organization created pursuant to federal securities law, which, among other things, issues rules governing the conduct of broker-dealers and brokers of securities.

3. A broker-dealer is an entity authorized to execute purchases and sales of securities for others and to take positions of its own in securities. If the broker-dealer

AV:JSS:jss
F. #1998R01996
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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

- - - - -X

UNITED STATES OF AMERICA

COOPERATION AGREEMENT

- against -

98 CR 1101 (ILG)

FELIX SATER,

Defendant.

- - - - -X

Pursuant to Rule 11 of the Federal Rules of Criminal Procedure, the United States Attorney's Office for the Eastern District of New York (the "Office") and FELIX SATER (the "defendant") agree to the following:

1. The defendant will waive indictment and plead guilty to an information to be filed in this district charging violation of 18 U.S.C. § 1962(c). The count carries the following statutory penalties:
 - a. Maximum term of imprisonment: 20 years (18 U.S.C. § 1963(a)).
 - b. Minimum term of imprisonment: 0 years (18 U.S.C. § 1963(a)).
 - c. Maximum supervised release term: 3 years, to follow any term of imprisonment; if a condition of release is violated, the defendant may be sentenced to up to 2 years without credit for pre-release imprisonment or time previously served on post-release supervision (18 U.S.C. §§ 3583 (b), (e)).

ABV:JSS:jss
P. #
KLOTSMAN.COM

98- 754M

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

- - - - -X

UNITED STATES OF AMERICA

- against -

COMPLAINT AND
AFFIDAVIT IN SUPPORT
OF ARREST WARRANTS

GENNADY KLOTSMAN, also known as
"Gene Klotzman," "Elliot Smith"
and "E. Smith," and
FELIX SATER, also known as
"Paul Stewart" and
"P. Stewart,"

(T. 15, U.S.C.,
§§ 78j(b) and 78ff;
T. 18, U.S.C., §
1956(a)(1)(B)(I) and
2)

Defendant.

- - - - -X

LEO TADDEO, being duly sworn, deposes and says that he
is a Special Agent of the Federal Bureau of Investigation, duly
appointed according to law and acting as such.

In or about and between March 1994 and December 1995,
within the Eastern District of New York and elsewhere, the
defendants GENNADY KLOTSMAN, also known as "Gene Klotzman,"
"Elliot Smith" and "E. Smith," FELIX SATER, also known as "Paul
Stewart" and "P. Stewart," and others, did knowingly and
willfully use and employ manipulative and deceptive devices and
contrivances and, directly and indirectly, did (a) employ
devices, schemes and artifices to defraud; (b) make untrue
statements of material facts and omit to state material facts
necessary in order to make the statements made, in light of the
circumstances under which they were made, not misleading; and (c)
engage in acts, practices and courses of business which would and